

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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**TERM**

July 1, 2014 – June 30, 2018

**WAGES**

***All City employees took a 10% reduction in total compensation. Since that time, all bargaining units except for the San Jose Fire Fighters, IAFF Local 230, have received across-the-board wage increases which partially restored these reductions. The following wage increases will bring IAFF Local 230 members in line with other City bargaining groups in terms of restoring the total compensation reductions.***

- In acknowledgement of wage increases received by other bargaining units in FY 13-14 and FY 14-15, employees represented by IAFF shall receive a 5% general wage increase retroactive to Fiscal Year 2014-2015. Effective June 22, 2014, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 5%.
  - In lieu of receiving a general wage increase retroactive to FY 13-14, a one-time lump sum non-pensionable payment equivalent to approximately 2% of an employee's base pay as of June 21, 2014, shall be made to full-time employees holding positions in classifications assigned to IAFF within two (2) full pay periods following ratification by the IAFF membership and approval by the City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must have been employed in an IAFF represented position on July 1, 2014, and still employed in an IAFF represented position effective the pay period following ratification and City Council approval.
- 3% general wage increase effective Fiscal Year 2015-2016. Effective June 21, 2015, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 3%.
- 3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 3%.
  - A one-time non-pensionable payment equivalent to approximately 1% of an employee's base pay as of June 18, 2016, shall be made on the paycheck dated July 8, 2016, to full-time employees holding classifications assigned to IAFF. To receive the one-time lump sum non-pensionable payment, a full-time employee must have been employed in an IAFF represented position on July 1, 2015, and still employed in an IAFF represented position on July 8, 2016.
- 3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period of Fiscal Year 2017-2018, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 3%.

For Fiscal Years 2016-2017 and 2017-2018, the parties agree that this agreement may reopen on the subject of wages by mutual agreement. This means that, notwithstanding the term of the agreement, either party may request to meet and confer over the subject of wages but only during the last two years of the agreement (Fiscal Year 2016-2017 and 2017-2018) and only if

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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the other party agrees. Nothing in this provision should be construed to obligate either party to agree to meet and confer on the subject of wages.

**PAY**

- Bilingual Pay – See attached
- Education Reimbursement – See attached
- Annual Performance Appraisals – See attached

**SICK LEAVE**

- Sick leave payout (current employees) – See attached
- Sick leave payout (new employees) – See attached
- Sick Leave Use Eligibility – See attached

**HEALTH BENEFITS**

- Health / Dental in lieu – See attached
- Medical Examinations – See attached
- Employee Assistance Program – See attached

**SIDE LETTER AGREEMENTS**

- Special Operations Premium Pay Pilot Program (Incorporate into MOA) – See attached
- Professional and Educational Incentive Pay (Incorporate into MOA) – See attached

The following side letters will continue:

- Squad Pilot Program – See attached
- Pilot Wellness Program – See attached
- Employee Commute Benefit – See attached

**LABOR MANAGEMENT COMMITTEE**

- Labor Management Committee to continue discussions – See attached
  - Staffing issues, including staffing, outsourcing, civilianization, and emergency medical response/transport
  - Premium pays and FLSA Overtime
  - FFBOR training
  - Community Response Readiness
  - Safety Apparel
  - Wellness Program effectiveness
  - Department Safety Officer
  - Driver's license requirement
  - Professional Standards Manual



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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- Labor Management Committee to discuss "48/96" work schedules – See attached

**REOPENERS**

- Retirement issues – See attached
- Changes to healthcare – See Attached


*\* This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.*

**FOR THE CITY:**

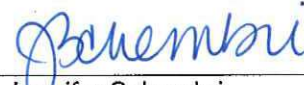
**FOR THE EMPLOYEE ORGANIZATION:**

  
Norberto Dueñas  
City Manager

6/8/15  
Date

  
Joel Phelan, President  
San Jose Fire Fighters, IAFF Local 230

6/8/15  
Date

  
Jennifer Schembri  
Interim Director of Employee Relations

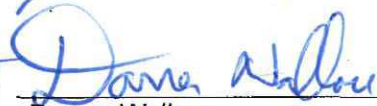
6/8/15  
Date

  
Sean Kaldor  
San Jose Fire Fighters, IAFF Local 230


6/8/15  
Date

  
Johnny Dellinger  
Assistant Fire Chief

6/8/15  
Date

  
Darren Wallace  
San Jose Fire Fighters, IAFF Local 230


6/8/15  
Date

  
Marco Mercado  
Assistant to the City Manager  
Office of Employee Relations

6/8/15  
Date

  
Chris Murphy  
San Jose Fire Fighters, IAFF Local 230

6/8/15  
Date

  
Rashel Matthys  
Executive Analyst  
Office of Employee Relations

6/8/15  
Date

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL # 35 – Bilingual Pay**

City's Proposed Language

**ARTICLE 5 WAGES AND SPECIAL PAY**

**5.7 Bilingual Premium Pay.**

5.7.1 ~~Effective June 25, 2000, e~~Each full time employee certified Spanish-English or Vietnamese-English bilingual shall be compensated at the rate of ~~\$29.00~~2.5% of top step Fire Fighter per pay period, if he or she meets the following criteria:

5.7.1.1 The employee is certified in English and another language by the Fire Chief and the Department of Human Resources and;

5.7.1.2 The employee's duties require the use of the designated language on a regular basis.

5.7.2 The Department of Human Resources or its designee must certify such employees bilingual. The Fire Chief shall have the authority to require employees receiving bilingual pay to re-certify with the Department of Human Resources as necessary and reasonable.

5.7.3 If the Fire Chief determines another Non-English language is required in the department, the Fire Chief may recommend that the language be eligible for the bilingual premium pay to the Director of Human Resources. Eligibility and certification of an additional Non-English language shall be in accordance with the above criteria.



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL #33– EDUCATION REIMBURSEMENT**

City Proposed Language:

**ARTICLE 7 EDUCATIONAL AND PROFESSIONAL INCENTIVES**

- 7.1 ~~Tuition Assistance~~Education Reimbursement. The ~~Tuition Assistance policy~~Education Reimbursement Policy as provided in Section 4.3.1 of the City Policy Manual 8.04 (revised July 1, 1988) of the Personnel Administrative Manual of the City of San José shall be continued during the term of this Memorandum of Agreement. In no event shall tuition received from this program plus reimbursement from other educational incentive programs exceed the total cost of tuition and books. The City will reimburse each employee one-hundred percent (100%) of expenses incurred, up to \$1,000 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position; or related to or beneficial for a lateral transfer, promotion, or other career opportunity within the City service as approved by the Fire Chief or designee. Of the \$1,000 amount, up to \$600 may be used for non-college accredited courses, continuing education units, adult education classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Fire Chief or designee. This shall be the only education or tuition reimbursement program available to employees represented by IAFF, Local 230.
- 7.2 ~~Educational Incentive Plan~~. Exclusive of, and in addition to 7.1 above, the Firefighters' Educational Incentive Bonus Plan, as provided in Section 8.06 of the Personnel Administrative Manual (rev. September 4, 1985) of the City of San José, and attached hereto as "Exhibit V", shall be continued during the term of this Memorandum of Agreement.
- 7.2.1 ~~Department Educational Incentive Program~~. During the term of this Agreement, the parties agree to refer to a Labor Management Committee the issue of a new Educational Incentive Program for bargaining unit members. Such Committee shall consider eligibility criteria for the incentive, tuition reimbursement, cost reimbursement and similar matters. Pending completion of such review and mutual agreement on a new program, the current program shall continue in effect.

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL #32 – ANNUAL PERFORMANCE APPRAISALS**

City Proposed Language:

**ARTICLE 5 WAGES AND SPECIAL PAY**

5.8 Annual Performance Appraisals: Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL # 7 – Sick Leave Payout for Current Employees**

City's Proposed Language

**ARTICLE 26 SICK LEAVE**

**26.2 Sick Leave Payoff.**

There shall be paid to each full-time employee of the City:

26.2.1 For employees hired on or before September 13, 2014, sick leave payoff shall be given to full-time benefited employees who are members of the Federated City Retirement System and the Police and Fire Retirement Plan at the time of retirement or death under one of the following conditions:

26.2.1.1 Who ~~q~~Qualifies for retirement and retires from the service of the City under and pursuant to the provisions of any applicable retirement plan of the City except Chapter 3.28 of Title III, of the San José Municipal Code, other than a full-time employee who retires or becomes eligible for retirement allowances pursuant to the provisions of Section 3.24.510, Section 3.32.370, or Section 3.36.1630 of the San José Municipal Code; or

26.2.1.2 ~~Who~~ ~~q~~Qualifies for retirement and retires from the service of the City under and pursuant to the provisions of Chapter 3.28 of Title III of the San José Municipal Code, and who, at the time of such retirement, is credited with at least fifteen (15) years or twenty (20) years of service, whichever is applicable, in said retirement plan; or

26.2.1.3 Whose service with the City is terminated, and who, subsequent to such termination of service, qualifies for retirement and retires pursuant to the provisions of said Section 3.24.510, Section 3.32.370 or Section 3.36.1630, of the San José Municipal Code, and who, at the time of such retirement, is credited with at least fifteen (15) or twenty (20) years of service in the applicable retirement plan; or

26.2.1.4 To the estate of any full-time employee who had terminated service with the City but had retained rights in a retirement system according to provisions in the SJMC, and dies (on or after July 10, 1977) prior to becoming as cited under provisions of the SJMC, and has at the time of death credit for at least twenty (20) years of service in the applicable retirement plan.

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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26.2.1.5 To the estate of any full-time employee of the City of San José who dies prior to such retirement, even though the employee is not credited with at least fifteen (15) or twenty (20) years of service in any applicable retirement plan, as additional compensation for not having used all or some of their accumulated sick leave with pay, such compensation as shall equal the greatest of the following:

26.2.2 Effective June 20, 2015, for purposes of sick leave payout, an employee's sick leave balance shall be frozen. For purposes of sick leave payout, the rate of pay shall be no more than an employee's rate of pay as of June 21, 2014. This means that an employee will receive no more in sick leave payout, after having met the requirements contained herein, than they would have been entitled to based on their sick leave balance as of June 20, 2015, and their rate of pay as of June 21, 2014. Any sick leave usage after June 20, 2015, will come first from the sick leave balance accrued after June 20, 2015. An employee will continue to accrue sick leave after June 20, 2015, but it may not be used for sick leave payout purposes.

For example, if an employee's hourly rate was \$40 as of June 21, 2014, and their sick leave balance is 1000 hours on June 20, 2015, if they meet eligibility requirements, they shall receive payout of their sick leave balance at the time of retirement using the formula below, but no more than 1000 hours and at an hourly rate of no more than \$40. This will occur even if the employee has subsequently earned more than 1000 hours in sick leave or received a pay increase so that their hourly rate is higher than \$40. In this example, if the employee does not have available sick leave to use that was accrued after June 20, 2015, and uses sick leave and reduces their sick leave balance on June 20, 2015, to 800 hours, they will only be entitled to a sick leave payout of 800 hours, regardless of any sick leave accrued after June 20, 2015.

Payout shall be determined as follows:

- (a) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit less than four-hundred (400) hours, or five-hundred sixty (560) hours for any full-time employee who is assigned to twenty four (24) hour shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to fifty percent (50%) of the employee's hourly rate of pay at the time of death, retirement, or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement;
- (b) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit, at least four-hundred (400) hours, or five-hundred sixty (560) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, but less than eight-hundred (800) hours, or one-thousand one-hundred



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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twenty (1,120) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to sixty percent (60%) of the employee's hourly rate of pay at the time of death, retirement or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement;

(c) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit at least eight-hundred (800) hours, or one-thousand one-hundred twenty (1,120) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, but less than one-thousand two-hundred one (1,201) hours, or one-thousand six-hundred eighty (1,680) for any full-time employee who is assigned to twenty-four (24) hours shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to eighty percent (80%) of the employee's hourly rate of pay at the time of death, retirement or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement;

(d) If a full-time employee, at the time of service retirement or death, has accumulated and has to their credit at least one-thousand two-hundred one (1,201) hours, or one-thousand six-hundred eighty (1,680) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, or greater of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to one-hundred percent (100%) of the employee's hourly rate of pay at the time of death or service, whichever is earlier, multiplied by the total number of accumulated and unused hours of sick leave as of the date of death or retirement. If after retirement the employee switches from service to disability retirement, the employee shall repay to the City the difference in sick leave payout between service and disability retirement (e.g. one-hundred percent (100%) service, eighty percent (80%) disability).

26.2.6 For purposes of payment of accumulated sick leave as provided in this Article, sick leave accumulated during prior periods of employment shall be credited to the employee. Such previously accumulated sick leave shall be credited to the employee for use during such employee's current employment.

~~26.2.7 For purposes of the sick leave payoff benefit, service with the Central Fire District will be counted as years of service for the City for former employees of the Central Fire District who transferred to the City under the consolidation.~~

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL #8 – Sick Leave Payout for New Employees**

City Proposed Language:

**ARTICLE 26 SICK LEAVE**

26.2.1 Any employee hired on or after September 14, 2014, shall not be eligible for sick leave payout.



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL # 34 SICK LEAVE**

City's Proposed Language

**ARTICLE 26 SICK LEAVE**

26.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related, illness or injury; routine medical or dental appointments; illness in the immediate family as defined herein, or absence of an eligible female employee due to illness, injury or disability related to pregnancy or childbirth. Immediate family shall be limited to the eligible employee's mother, father, spouse, domestic partner registered with the Human Resources Department, child, stepfather, stepmother, or stepchild.

Up to forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law or mother-in-law.

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL # 11 – HEALTH AND/OR DENTAL IN LIEU**

City's Proposed Language

**Article 6 Insurance Benefits**

**6.4 Payment-In-Lieu Of Health And/Or Dental Insurance Program.**

6.4.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.

6.4.2 ~~Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive fifty percent (50%) of the City's contribution toward the employee's health and/or dental insurance at the lowest cost single plan, or family plan if the employee is eligible for family coverage. The City will retain the remaining fifty percent (50%) of that contribution.~~

Effective pay date July 1, 2011, ~~o~~Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period.

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL # 14 – MEDICAL EXAMINATIONS**

City's Proposed Language

**ARTICLE 19 SAFETY**

19.4.6 In accordance with existing policy, the City agrees to provide physical examinations for employees under forty-five (45) years of age once (1) every three (3) years. For employees forty-five (45) years of age or older, the City agrees to provide physical examinations once (1) every two (2) years. For employees required to hold a Class A or B drivers license, the City agrees to provide physical examinations as required by law for operators of Fire Service apparatus. Notwithstanding any provision of this section, the City may elect to conduct, or have conducted, physical examinations at other times such as upon return from sick leave or disability leave or upon promotion.

If in the event there are any changes in the funding, structure, or staffing of Employee Health Services, the City and the Union agree to meet and confer regarding medical examinations.

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL #25 – Employee Assistance Program Mandatory Referrals**

City Proposed Language:

**ARTICLE 42 EMPLOYEE ASSISTANCE PROGRAM**

42.4 Employee Assistance Program Referrals: If a supervisor believes that an employee's work performance or behavior while on duty is impaired and can be improved through the EAP, the Fire Chief or designee may require the employee to attend an initial screening session with the Employee Assistance Program. The employee shall provide proof of attending the initial appointment. Failure to attend or to provide proof of such attendance may subject the employee to disciplinary action. Actual results of the initial screening shall be subject to normal confidentiality provisions, unless the employee voluntarily signs a release of information form. The employee's decision to attend or not attend follow-up sessions shall be voluntary. Nothing in this article shall preclude an employee from voluntarily agreeing to different conditions as part of a disciplinary settlement agreement.

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL #35– Special Operations Premium Pay Pilot Program**

City Proposed Language:

**ARTICLE 5 WAGES AND SPECIAL PAY**

**5.2 Special Operations.**

**5.2.1 Definitions**

**5.2.1.1** "Assigned Personnel" have the relevant required training specified by EOPP and/or UOPP and have been designated by Assignment Order, either permanently or temporarily, to either the HIT or USAR primary apparatus (or cross-staffed apparatus), or HIT or USAR task force Engine Company.

**5.2.1.2** "Alternate Personnel" have the relevant required training specified by EOPP and/or UOPP but are not designated by Assignment Order to either the HIT or USAR primary apparatus (or cross-staffed apparatus), or the HIT or USAR task force Engine Company.

**5.2.2 HIT and USAR Personnel Pay**

**5.2.2.1** All Assigned Personnel shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%), during each biweekly pay period of such assignment.

**5.2.2.2** All Alternate Personnel shall be paid \$25.00 anytime they are assigned to a HIT or USAR primary apparatus (or cross-staffed apparatus) or task force Engine Company for four (4) or more hours during one 24 (twenty-four) hour shift. This includes overtime shifts and shift trades.

**5.2.3 HIT and USAR Shift Trade Pay**

**5.2.3.1** All Assigned Personnel may have shift trades with each other within their discipline without premium pay implications.

**5.2.3.2** Assigned Personnel may have shift trades with Alternate Personnel within their discipline. On such trades, there are no premium pay implications for Assigned Personnel. On such trades, Alternate Personnel shall be paid in accordance to the conditions of section 5.2.2.2. It is understood that it is cost neutral to the department as to which Alternate Personnel is staffed on a special operations program apparatus during a shift trade.

~~All employees assigned to the Hazardous Incident Team (HIT) program shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period of such assignment.~~



**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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~~5.2.2 Relief personnel who are assigned to the HIT Unit during the absence of regularly assigned unit members shall be paid \$15.00 for such assignment during which four (4) or more consecutive hours are worked.~~

~~5.2.3 Prior to July 1, 2008, the City will provide Local 230 with the EOPP Section covering the HIT Program amended to include the following:~~

- ~~• Skill based bidding whereby employees with higher levels of skill and/or training applicable to the HIT Program will have priority in bidding into the Program and seniority will be used as a tiebreaker;~~
- ~~• A requirement that any individual assigned to the HIT Program will remain with the HIT Program for a period of three (3) years following the completion of any minimum skill and certification requirements;~~
- ~~• A requirement that all personnel assigned to the HIT Program will maintain and annually demonstrate required skills and complete any mandatory continuing education; and~~
- ~~• A restriction limiting shift trades and relief assignments for personnel assigned to the HIT Unit to other employees assigned to the Program or with qualified relief pool members who had completed the minimum skill and certification requirements.~~

~~The Department will adopt the revised EOPP effective July 1, 2008.~~

~~5.2.4 Effective the beginning of the first payroll pay period after the final adopted of the revised EOPP covering the HIT Program, qualified relief personnel who are assigned to the HIT Unit during the absence of regularly assigned unit members shall be paid \$25.00 for such assignment during which four (4) or more consecutive hours are worked.~~

~~5.2.5 On or about January 1, 2008, the City will provide Local 230 with a draft EOPP describing the USAR Program. This draft policy will contain the following:~~

- ~~• Skill based bidding whereby employees with higher levels of skill and/or training applicable to the USAR Program will have priority in bidding into the Program and seniority will be used as a tiebreaker.~~
- ~~• A requirement that any individual assigned to the USAR Program will remain with that Company for a period of three (3) years following the completion of any minimum skill and certification requirements.~~
- ~~• A requirement that all personnel assigned to the USAR Program will maintain and annually demonstrate required skills and complete any mandatory continuing education; and~~
- ~~• A restriction limiting shift trades and relief assignments for personnel assigned to a USAR Company to other employees assigned to the~~

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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~~USAR Program or with qualified relief pool members who have completed the minimum skill and certification requirements.~~

~~Local 230 will review and comment on the draft EOPP describing the USAR program and may request bargaining over any matters within the scope of representation (not including items enumerated in this section) on or before March 1, 2008.~~

~~5.2.6 Effective the later of July 1, 2008 or the beginning of the first payroll pay period after the parties reach agreement on the EOPP describing the USAR program, all employees assigned to a USAR Company shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period of such assignment.~~

~~5.2.7 Effective the later of July 1, 2008, or the beginning of the first payroll pay period after the parties reach agreement on the EOPP describing the USAR program, qualified relief personnel who are assigned to a USAR Company during the absence of regularly assigned unit members shall be paid \$25.00 for such assignment during which four (4) or more consecutive hours are worked.~~

~~5.2.8 Any negotiations over the development of policies pursuant to section 5.2 or any subsection therefore, shall not be subject to arbitration under Charter Section 1111 or any other provision of the MOA.~~

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL #30 – Education Reimbursement**

City's Proposed Language:

**ARTICLE 7 EDUCATIONAL AND PROFESSIONAL INCENTIVES**

- 7.3 ~~Associate Degree in Fire Science.~~ Each employee who has been awarded an Associate of Arts degree, Associate of Science degree, a Bachelor of Arts degree, and/or a Bachelor of Science degree ~~in Fire Science or an Associate of Science degree in Fire Science~~ by an accredited college or university and meets any other requirements of this agreement, shall be paid, for each biweekly pay period for which the employee is entitled to receive a salary, the amount of \$35.00 in addition to the salary established for the class to which the employee is assigned from and after the beginning of the pay period following the date on which proof is filed with the Director of Finance that the employee has been awarded such degree. No employee shall be entitled to receive payment for more than one (1) such degree.



**SIDE LETTER AGREEMENT**  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230  
(May 2015)

**SQUAD PILOT PROGRAM**

**PURPOSE**

To amend the current Memorandum of Agreement between the City of San Jose and the International Union of Firefighters (IAFF) Local 230, to allow for the implementation of a Pilot Squad Program. It is understood by both parties that this Pilot is intended to assess, through program experience, the safety, effectiveness, and efficiency of this two-person response model to limited incident types as defined below.

**AGREEMENT**

1. The City and San Jose Fire Fighters, I.A.F.F. Local 230 agree to the implementation of the Squad Pilot Program.
2. The Squad Pilot Program was implemented on or before July 1, 2012, and continued for a period of at least 12 months from the day of the initial deployment of the first in-service Squad Unit. This agreement is to extend the Squad Pilot Program to **June 30, 2018**.
3. Squads will be assigned to five (5) San Jose Fire Stations as determined by the Squad Implementation Project Steering Committee.
4. Squads and personnel assigned to stations will be supervised and receive direction from their respective Company Officer. However, it is understood that due to the anticipated call volume, expanded service areas and autonomous nature of the Squad responses, there will be flexibility afforded to accommodate for meals and other requirements.
5. Squad staffing will consist of 1 Fire Engineer and 1 Firefighter Paramedic. The Fire Engineer may be on probation and may be provisional. The Firefighter/Paramedic may not be on probation. Personnel shall receive safety and operational training, as specified in the Squad Implementation Project Plan prior to the start of the program, including all-risk training.
6. All Truck Companies will become single piece companies. All single piece Truck Companies (except Tractor Drawn Aerials and USAR) will be staffed as follows: 1 Captain, 1 Fire Engineer, 1 Fire Fighter/Paramedic and 1 Fire Fighter. All Light Units will be placed into reserve status during the Squad Pilot Program.

**SIDE LETTER AGREEMENT**  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230  
(May 2015)

**SQUAD PILOT PROGRAM**

7. Firefighters, previously displaced from Trucks Companies, will be afforded the opportunity to move back to their previous assignment with "Super Seniority" status. Super Seniority status in this context means that when a displaced Firefighter requests to be moved back to their previous Truck Company assignment, that request will be granted regardless of department seniority.
8. Engine 22 and Engine 31 will become single piece companies. Staffing will be as follows: 1 Fire Captain, 1 Fire Engineer, 1 Firefighter/Paramedic and 1 Firefighter.
9. Requests for emergency services received at the Communications Center that are not triaged shall remain non-triaged medical "Delta" responses.
10. Squad 34 personnel will not be USAR certified. However, if Program assessments indicate operational advantages, that may be explored.
11. Dispatches/Responses:
  - Squads will respond Code 2 on EMS Alpha/Omega calls. Bravo calls will be Code 3. Squad personnel will have the discretion to increase response to Code 3.
  - Squads will not be dispatched to Invalid Assist or Lift Assist calls. The closest engine or Truck/USAR will respond.
  - One Squad will be dispatched to a Full First.
  - One additional Squad will be dispatched on a 2<sup>nd</sup> Alarm.
  - The Air Unit will be moved to Station 30. The Air Unit will be dispatched only upon request of the Incident Commander and will be staffed by the nearest available Squad crew. In the event that no Squads are available, the IC may request another resource to bring the Air Unit or use mutual aid. Maintenance of Air Unit 30 will be the responsibility of Truck 30 and Squad 30 personnel.
  - The Command Van will be dispatched only upon request of the Incident Commander and will be staffed by the nearest available Squad crew. Responsibility for maintenance of the Command Van will remain status quo.

**SIDE LETTER AGREEMENT**  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230  
(May 2015)

**SQUAD PILOT PROGRAM**

- On any Pre-Alerts for the Station where a Squad is permanently assigned, both the Squad and Engine or Truck/USAR are to respond. When the EMS call has been triaged, only the dispatched company will respond. This does not prevent the Squad, Engine or Truck/USAR from attaching to the call and continuing to respond at their discretion.
- One Squad will be dispatched to a Rescue Response.
- Squads will not be automatically dispatched to vehicle accidents. However, Company officers will have the option to attach or request a Squad. Also, a Squad can attach to any vehicle accident. During the Squad Pilot Program, documentation in Firehouse will occur when a Squad is attached or requested to respond.
- Whenever possible at emergency scenes, Squad personnel will be assigned to a Truck Company. However, all assignments will be driven by incident priorities.
- Squads are to be considered a high priority for demobilization from incidents. Specific functions such as scene lighting will commit the Squads for longer durations.
- One Squad will be dispatched to a Level 1 High-Rise. Assignment based on incident priorities (i.e., for Lobby Control, etc.).
- When a company requests an additional ALS resource (i.e., multiple patients), the second ALS company will be the next available engine and/or truck, not a Squad. The IC can always request an additional Squad.
- Squads will not be dispatched as a single resource on freeway incidents.
- Squads will be dispatched to Alpha, Bravo and Omega EMS events on expressways. However, not independently to vehicle accidents.



**SIDE LETTER AGREEMENT**  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230  
(May 2015)

**SQUAD PILOT PROGRAM**

- Squads will be dispatched to the following "Service Calls":
  - i. Wires down,
  - ii. Vehicle lock in,
  - iii. Report on conditions (not fire related)
  - iv. PD Requests for fire standby for scene lighting, upon the discretion of the supervising BC.
  - v. Low priority calls. Not medical related. Hydrant calls, non-hazmat spills, paint on the road, oil on the road etc.
- Squads will only "move-up" when specifically directed.
- Squads will maintain the capacity to provide patient transport.
- Squads have the authority to provide a report on conditions and recommend cancellation of any other responding resource. The decision to cancel shall be made by the first due responding battalion chief or the first due company officer when no battalion chief is responding.

Miscellaneous Agreements:

- a. Med 30 to be utilized as a Program-wide resource and point of contact for all in-service Squads. Med 30 will also be included in the Battalion Chief training.
- b. Squad personnel to be provided cell phones or pagers with digital readout capability, GPS navigational devices, and specially designed "jump bags" or back packs.
- c. To accommodate the anticipated increase in EMS responses, an Electronic PCR (E-PCR) solution will be implemented and integrated for the Squad Pilot Program on or before July 1, 2012.
- d. Ongoing (quarterly) assessment of system effectiveness will be performed to include, but not limited to; effectiveness of service delivery, fatigue management, program expansion, etc.

**SIDE LETTER AGREEMENT**  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230  
(May 2015)

**SQUAD PILOT PROGRAM**

- e. A Bike /ATV Medic Program may be explored for special event response as an expansion of the Squad Program.
- f. The deployment of Squads is prohibited when daily staffing levels fall below the current two company brownout level as follows (Engine 9 and 29 are the only units currently identified as brownout companies): E1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17, E18, E19, E20, E21, E22, E23, E24, E25, E26, E27, E28, E29, E31, T1, T2, T9, T13, T14, T16, T29/HIT, T30, U34, T35, B1, B2, B10, B13, B29, M30. If data supports an alteration to the current company brownout order, the Department and Local 230 will meet to discuss the data.

This letter is an acknowledgment of the conversation between the City and San Jose Firefighters Local 230 and the parties recognize that this is not intended to take away or change any rights of employees or any managerial rights nor is it intended to make anything that is not within the scope of bargaining within the scope of bargaining.

This agreement shall become effective on the date of signature by all parties and shall expire **June 30, 2018**.

**FOR THE CITY:**

**FOR THE UNION:**

 6/8/15

Jennifer Schembri  
Interim Director Employee Relations

Date

 6/8/15

Joel Phelan  
San Jose Fire Fighters, IAFF Local 230

Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

### PILOT WELLNESS PROGRAM

The City of San Jose and the San Jose Fire Fighters, Local 230 agree to enter into a Side Letter Agreement on a Pilot Wellness Program.

The terms of the Pilot Wellness Program are as follows:

1. The Pilot Wellness Program is subject to available funding and may be terminated at any time at the discretion of the City.
2. Sworn personnel represented by Local 230 shall participate in a Health Risk Assessment (HRA) fitness evaluation that will be conducted semiannually (every six (6) months) by the San Jose Fire Department.

The HRA fitness evaluation will result in the employee being provided a "Fit Score" based on the scoring and testing components as described in attached Exhibit I (San Jose Fire Department Health and Fitness Program).


3. The Fire Chief may direct any sworn personnel assigned to twenty-four (24) hour duty with a "Fit Score" of 2 or below as described in attached Exhibit I, or if recommended by the Department's assigned Wellness Program Coordinator, to participate in a fitness program while on duty, subject to the provisions in Section 4.420.54 of attached Exhibit II.
4. The results of the initial HRA fitness evaluation or any other fitness evaluation resulting from employee's subsequent participation in a fitness program are non-punitive in nature.

This Agreement shall become effective when signed by all parties below and shall expire on June 30, 2018.

FOR THE CITY:

 6/8/15  
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of Employee Relations

FOR THE UNION:

 6/8/15  
\_\_\_\_\_  
Joel Phelan Date  
President, San Jose Fire Fighters, Local 230



## **Exhibit I**

## SAN JOSE FIRE DEPARTMENT HEALTH AND FITNESS PROGRAM

The San Jose Fire Department will conduct semiannual (every six months) Health Risk Assessment (HRA) fitness evaluation. The HRA will consist of the following eight testing components utilizing the Fit Score below:

Fit Score	Level
6	20% Better *
5	Excellent
4	Very Good
3	Good
2	Fair
1	Poor

\*Any results that are 20% better than the best possible score will earn 6 points.

### 1. Resting Heart Rate

A resting pulse rate of above 75 for men and above 80 for women is considered above the average. The resting heart rate is taken in a seated position and after a 10-minute rest as needed. The pulse may be retaken twice with a 10-minute break in between tests.

Age Group	Fit Score	Resting Heart Rate	
		Male	Female
18  to  60 +	5	≤ 60	≤ 65
	4	61-67	66-72
	3	68-73	73-78
	2	74-79	79-84
	1	≥ 80	≥ 85

### 2. Resting Blood Pressure

The resting blood pressure is taken in a seated position and after a 10-minute rest as needed. The BP may be retaking twice with a 10-minute break in between the tests.

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
18 to 29	5	$\leq 112$	$\leq 72$	$\leq 100$	$\leq 68$
	4	113-118	73-76	101-110	69-72
	3	119-122	77-80	111-116	73-76
	2	123-130	81-84	117-120	77-80
	1	$\geq 131$	$\geq 85$	$\leq 121$	$\leq 81$

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
30 to 39	5	$\leq 114$	$\leq 74$	$\leq 104$	$\leq 70$
	4	115-120	75-78	105-110	71-74
	3	121-124	79-80	111-118	75-80
	2	125-132	81-83	119-122	81-82
	1	$\geq 133$	$\geq 89$	$\leq 123$	$\leq 83$

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
40 to 49	5	$\leq 116$	$\leq 76$	$\leq 105$	$\leq 70$
	4	117-122	77-80	106-112	71-74
	3	123-126	81-84	113-118	75-80
	2	127-134	85-90	119-126	81-82
	1	$\geq 135$	$\geq 91$	$\leq 127$	$\leq 83$



Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
50 to 59	5	$\leq 118$	$\leq 78$	$\leq 110$	$\leq 70$
	4	119-124	79-80	111-120	71-78
	3	125-128	81-85	121-125	79-82
	2	129-136	87-90	127-140	83-90
	1	$\geq 137$	$\geq 91$	$\leq 141$	$\leq 91$

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
60 +	5	$\leq 120$	$\leq 80$	$\leq 110$	$\leq 70$
	4	121-126	81-82	111-120	71-78
	3	127-130	83-87	121-125	79-82
	2	131-138	89-92	127-140	83-90
	1	$\geq 139$	$\geq 93$	$\leq 141$	$\leq 91$

### 3. Body Composition Assessment

This assessment is done with calipers and measures the percent of body fat relative to total body mass.

Age Group	Fit Score	Body Composition	
		Male	Female
18 to 29	5	$\leq 11.9$	$\leq 15.0$
	4	12.0-16.1	15.1-20.0
	3	16.2-20.0	20.1-24.6
	2	20.1-25.4	24.7-30.3
	1	$\geq 25.5$	$\geq 30.4$

Age Group	Fit Score	Body Composition	
		Male	Female
30  to  39	5	< 14.9	< 16.8
	4	15.0-18.6	16.9-21.1
	3	18.7-21.8	21.2-25.0
	2	21.9-25.9	25.1-30.6
	1	≥ 26.0	≥ 30.7

Age Group	Fit Score	Body Composition	
		Male	Female
40  to  49	5	< 16.7	< 19.9
	4	16.8-20.4	20.0-24.1
	3	20.5-23.4	24.2-27.5
	2	23.5-27.2	27.6-31.5
	1	≥ 27.3	≥ 31.6

Age Group	Fit Score	Body Composition	
		Male	Female
50  to  59	5	< 18.1	< 23.1
	4	18.2-21.7	23.2-27.3
	3	21.8-24.7	27.4-30.7
	2	24.8-28.3	30.8-34.9
	1	≥ 28.4	≥ 35.0

Age Group	Fit Score	Body Composition	
		Male	Female
60 +	5	< 18.4	
	4	18.5-22.0	
	3	22.1-25.0	
	2	25.1-28.5	
	1	≥ 28.6	

#### 4. Three-minute Step Test Recovery

This test will be performed using a bench 16 inches high. The testee is asked to step up and down on the box, one foot at a time, at a pace of 24 times per minute kept with a metronome set at 96 beats/minute. The test is for three minutes. At the end of the three minutes, the testee is seated and his/her radial pulse is taken for 60 seconds. If the pulse does not recover to 100 or below after 30 minutes, further medical examination will be necessary by a physician prior to allowing the employee to continue with testing events and/or return to duty.



Group	Fit Score	Three-Minute Step Test (Heart Rate)			
		Male		Female	
		Within 1 Minute	After 3 Minutes	Within 1 Minutes	After 3 Minutes
18 to 60 +	5	≤ 119	≤ 75	≤ 125	≤ 80
	4	120-129	76-84	125-135	81-89
	3	130-144	85-93	136-150	90-98
	2	145-159	94-105	151-164	99-110
	1	≥ 160	≥ 106	≤ 165	≤ 111

#### 5. Flexibility (Sit/Reach) Test

The sit and reach test will measure all of the important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured. The test will be conducted three times and the best of the three trials will be recorded.

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
18 to 39	5	≤ 15.75	≤ 16.50
	4	14.0-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	≤ 10.25	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
40 to 49	5	≤ 15.50	≤ 16.25
	4	13.75-15.25	14.50-16.00
	3	11.75-13.50	12.50-14.25
	2	10.25-11.50	10.50-12.50
	1	≤ 10.00	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
50 to	5	≤ 15.25	≤ 16.00
	4	13.50-15.00	14.25-15.75
	3	11.50-13.25	12.25-14.00
	2	10.00-11.25	10.25-12.00



59	1	≤ 9.75	≤ 10.00
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Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
60 +	5	≥ 15.00	
	4	13.25-14.75	
	3	11.25-13.00	
	2	9.75-11.00	
	1	≤ 9.75	

## 6. Abdominal Sit-ups

The testee has one minute to do as many abdominal sit-ups as possible. A sit-up is counted if the entire shoulder blade is lifted off the mat and returned to the starting position.

Age Group	Fit Score	Sit-ups
		Male/Female
18 to 29	5	≥ 52
	4	44-51
	3	35-43
	2	24-34
	1	0-23

Age Group	Fit Score	Sit-ups
		Male/Female
30 to 39	5	≥ 50
	4	42-49
	3	32-41
	2	21-31
	1	≥ 80

Age Group	Fit Score	Sit-ups
		Male/Female
40 to 49	5	≥ 47
	4	39-46
	3	28-38
	2	17-27
	1	0-14

Age Group	Fit Score	Sit-ups
		Male/Female
50  to  59	5	≥ 44
	4	36-43
	3	24-35
	2	13-23
	1	0-12

Age Group	Fit Score	Sit-ups
		Male/Female
60 +	5	≥ 30
	4	22-29
	3	19-21
	2	15-18
	1	0-14

## 7. Push Ups

The testee is asked to do as many pushups as possible without stopping. There's no time limit. A push up is counted if the upper and lower arm make 90-degree angle at the bottom of the pushup and the arms are fully extended at the top of the pushup.

Age Group	Fit Score	Pushups	
		Male	Female
18  to  29	5	≥ 40	≥ 25
	4	34-39	20-24
	3	27-33	14-19
	2	21-26	9-13
	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
30  to  39	5	≥ 37	≥ 23
	4	31-36	18-22
	3	24-30	12-17
	2	18-23	7-11
	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
40	5	≥ 34	≥ 18



to  49	4	28-33	14-17
	3	17-23	6-9
	2	15-20	5-8
	1	0-14	0-4

Age Group	Fit Score	Pushups	
		Male	Female
50  to  59	5	≥ 30	≥ 14
	4	24-29	10-13
	3	17-23	6-9
	2	11-16	3-5
	1	0-10	0-2
Age Group	Fit Score	Pushups	
		Male	Female
60 +	5	≥ 23	
	4	18-22	
	3	10-17	
	2	6-9	
	1	0-5	

### 8. 1.5 Mile Run/Walk.

This test is an excellent indication of the condition of the heart and lungs as it measures one aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the three-minute step test be above acceptable ranges, the testee is not required to participate in the 1.5 mile run/walk. The testee is to run/walk around a measured 440-yard track for six (6) laps or use a treadmill as an option.

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
18  to  29	5	< 11:29	< 13:39
	4	11:30-12:09	13:40-15:09
	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54
	1	≥ 14:30	≥ 17:55

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
30  to  39	5	< 11:49	< 13:54
	4	11:50-12:54	13:55-15:14
	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
	1	≥ 14:45	≥ 18:25



Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
40  to  49	5	< 12:04	< 15:09
	4	12:05-13:24	15:10-16:04
	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
	1	≥ 15:20	≥ 19:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
50  to  59	5	< 12:54	< 15:44
	4	12:55-14:04	15:45-17:29
	3	14:05-15:09	17:30-18:54
	2	15:10-16:04	18:55-20:39
	1	≥ 16:05	≥ 20:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
60 +	5	< 13:53	
	4	13:54-15:29	
	3	15:30-16:43	
	2	16:44-18:	
	1	≥ 18:01	

## **Exhibit II**

4.420.54 Physical Fitness Program (REV 11/07)

- A. Purpose: This program will provide FD personnel on 24-hour duty with an opportunity to engage in general fitness activities while on shift. The activities will be designed to enable personnel to meet a basic fitness level that will help the firefighter during the times of high stress and exertion required in their profession. The program is also targeted to reduce the number and severity of job incurred injuries and illness.
  - B. Establishment: The physical fitness program is established by the Fire Chief's Office of the SJFD. Each BC will administer the physical fitness activities in their district and on their shift as set forth in this program.
    - 1. Participation in the program is allowed and encouraged for all personnel assigned to 24-hour duty. Anyone hired after February 1, 1986, will be required to participate in the annual Physical Fitness Program, including completion of the IAFF Wellness Risk Assessment, and all required CAL-OSHA physical examinations. These individuals must notify their supervisor of this fact.
    - 2. Attire prescribed for exercise in Section 4.270 Uniform and Grooming Standards will be worn for physical fitness activities. Shoes of some type will be worn for physical fitness activity.
  - C. BC's will be responsible for scheduling within their Battalions. BC's will coordinate their schedule with neighboring Battalions so a minimum of companies are involved at one time.
  - D. Duration of Program: Duration of exercise shall not exceed 90 minutes per shift. This time will include dress, travel, exercise, and clean up.
  - E. Each station will designate one or more sites within their first-in response area. The fire station may be used for exercises that do not require open space (aerobics, stretching, jumping rope, exercise machines) or during inclement weather. Consideration for appropriate sites should include:
    - 2. Central location in the first-due area
    - 3. Facilities available:
      - a. *running track*
      - b. *par course*
- Apparatus shall always remain in sight for security and response.
- 4. Activity shall not interfere with any other activities planned or in progress, on the site.
    - a. Company officers will contact appropriate person(s) for permission prior to using any physical fitness site.
    - b. Portable radio to be carried while exercising by at least one or more members.



#### F. General Procedures

1. Companies will remain in service during physical fitness activities.
2. All personnel will wear full turnouts over physical fitness clothes while on apparatus.
3. Officers in command will be held responsible for appropriateness of the activity, location and demeanor of personnel.

#### G. Type of Exercises:

##### 1. Flexibility:

- a. *IAFF/IAFC Wellness-Fitness Initiative Statement:* Flexibility is the functional measure of the range of motion of a joint. It is dependent on the pliability of the surrounding tissues (i.e. muscles, tendons, ligaments). Although the effect of increasing flexibility on performance is controversial, it is widely accepted that a lack of flexibility is a major contributor to injuries. Joint and limb restrictions may influence essential dynamic movements, balance, coordination, and muscular work efficiency.

According to the IAFF Death and Injury Survey, the leading type of line of duty injury within the professional fire service is sprains and strains. In addition, the most prevalent line of duty injury that leads to premature departure from the fire service is back injuries. Low levels of flexibility probably contributed to these statistics.

- b. *SJFD Physical Fitness Program:* Personnel participating in the Physical Fitness Program will perform flexibility exercises to maintain moderate to high levels of flexibility. Personnel are encouraged to begin the work shift with flexibility exercises, stretch prior to exertion. This includes manipulative drills, exercise, and sports activities. Further, personnel are encouraged to follow the stretching program as presented in video training and as presented on training videos and station posters.

##### 2. Aerobic Fitness:

- a. *IAFF/IAFC Wellness-Fitness Initiative Statement:* According to the annual IAFF Death and Injury Surveys, the leading occupationally related diseases causing premature departures from the fire service were heart and lung disease. Aerobic fitness may improve an individual's resistance to these two categories of disease.

Aerobic fitness is fundamental to the health, safety and performance of all uniformed personnel. A program of regular aerobic exercise can help improve cardiovascular fitness and maintain normal body composition, weight, blood pressure, cholesterol, and blood sugar. In fact, an analysis demonstrated that inactive persons have a 90% higher risk of heart attack than physically active persons.

- b. *SJFD Physical Fitness Program:* Personnel participating in the Physical Fitness Program will perform aerobic type exercise designed to elevate pulse rate for a minimum of 20 minutes. Activities such as walking, running, stationary biking, rope jumping, and aerobic workouts performed for a minimum of 20 minutes with an elevated pulse rate will meet the basic intent of the program.

Elevated pulse rate is based on 70 percent of maximum pulse rate. Maximum pulse rate is generally recommended to be 220 minus exerciser's age. (Example:  $220 - 40$  [age]  $\approx 180$  maximum heart rate,  $180 \times 70\% = 126$  elevated pulse rate.) Under no circumstances exceed 85% of maximum pulse rate.

3. Muscular Strength:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: Strength is defined as the maximal force that a specific muscle or muscle group can generate. The demands of fire fighting require above average strength. Several studies and job analysis have shown that the weight of equipment used by a single fire fighter on the job is in excess of 100 lbs. Low levels of muscular strength most likely contribute to high incidence of sprains, strains and back injuries among fire fighters.
- b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will enhance strength. Weight training and resistance training will enhance strength. Personnel may engage in moderate and safe weight lifting and resistance training. The objective of these exercises is to enhance strength to aid job performance and reduce the potential for injury. Muscular strength building exercises are not intended for "body building" with extreme weights while on duty. Supervisors will ensure that these exercises are performed within the parameters safety and moderation.

4. Muscular Endurance:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: Muscular endurance is the ability of a muscle group to perform repeated contractions. Several studies and job analysis have shown a strong association between muscular endurance and the essential job tasks of fire fighting. Low levels of muscular endurance precipitate many preventable fire service injuries.

Abdominal muscles endurance is necessary to stabilize the torso and support the lower back during exertion. Weak abdominal muscles may contribute to low back pain and low back injury.

- b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will improve and maintain muscular endurance. These may include sit-ups, push-ups, pull-ups, multiple repetition weight lifting with low weight and resistance exercises. Like muscular strength exercises, personnel must perform these exercises correctly to prevent injuries.



**Side Letter Agreement**

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 230

**EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM**

The City and the International Association of Fire Fighters (IAFF), Local 230 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
  - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
  - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2015, the City and IAFF will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and IAFF will discuss the Commuter Benefit Program for 2016.





FOR THE CITY:

Alex Gurza 9-30-14  
Deputy City Manager Date

FOR THE UNION:

Joel Phelan 10/30/14  
President Date  
IAFF, Local 230

Jeffery Schembri 9/30/14  
Deputy Director of Employee Relations Date

**2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL – LABOR MANAGEMENT COMMITTEE**

City Proposed Language:

**ARTICLE 38 LABOR MANAGEMENT COMMITTEE**

38.1 Department Labor Management Committee. There shall be a Department Labor Management Committee (LMC) consisting of three (3) representatives of the Department at the level of Bureau Director and above, and three (3) members of the Association, and members of the City Manager's Office. The Fire Chief, or designee, shall sit as one of the Department representatives and any of the six (6) other LMC members may be replaced with an alternate from time to time. ~~The City Employee Relations Officer shall be requested to attend Labor/Management meetings and shall be provided an agenda in advance. The Employee Relations Officer shall sit at these meetings and attempt to resolve concerns to mutual satisfaction.~~

The Labor Management Committee shall meet no less than quarterly and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of its employees. Accordingly, the Labor Management Committee will not discuss grievances properly the subject of the procedural process except to the extent that such discussion may be useful in suggesting improved department policies. Either the Association representatives or the Department representatives may initiate discussion of any subject of a general nature affecting the operation of the Department or its employees.

An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes shall be kept and maintained.

All persons representing both the parties sit as equals with the Employee Relations Officer sitting as the facilitator. Nothing in this section shall be construed to limit, restrict or reduce the management prerogatives outlined elsewhere in this agreement.

38.2 During the term of this contract, the LMC will discuss operational issues within the San Jose Fire Department, including but not limited to staffing issues (including staffing, outsourcing, civilianization, and emergency medical response/transport); premium pays and FLSA overtime; FFBOR training; Community Response Readiness; Safety apparel; Wellness Program effectiveness; Department Safety Officer; Driver's License requirements; and the Professional Standards Manual; and/or any issues that may arise from the San Jose Fire Department's organizational review that is currently underway. This LMC will also evaluate the "48/96" work schedule pursuant to a separate side letter.

Nothing in this section prevents the City and the Association from entering into an agreement regarding any of these issues prior to the Department's completion of the organizational review.

Wellness Program Labor Management Committee. During the term of this contract the Department will convene a labor management committee to develop a proposal based upon the IAFF/IAFC Wellness Fitness Initiative. The proposal will be submitted to the City and the Union for approval by both parties. The parties agree that all members of

## 2015 CITY OF SAN JOSE – IAFF NEGOTIATIONS TENTATIVE AGREEMENT

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~~Local 230 shall be required to participate in any implemented wellness/fitness initiative program as a condition of employment.~~

- 38.3 ~~Labor Management Committee on Deferred Retirement Option Plan ("DROP"). During the term of this contract the City and the Union will, not later than 1/31/2008, convene a labor management committee to explore available options and implications of adopting a Deferred Retirement Option Plan (DROP). The Labor Management Committee shall be comprised of a maximum of three (3) members of City Administration and a maximum of three (3) designated Union representatives.~~

~~The Union or City may also suggest, recommend and/or allow an outside party to make presentations in the Labor Management Committee to provide relevant information. The cost, if any, associated with such outside parties will be borne by the party(s) requesting their presence.~~

~~Meetings of the Committee shall be informational only and shall not constitute or be construed as negotiations or meeting and conferring. In the event either party wishes to meet and confer over the establishment of a DROP, they may do so during negotiations over a successor Memorandum of Agreement.~~



**SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230**

**"48/96" WORK SCHEDULE**

The City of San Jose (City) and San Jose Fire Fighters, IAFF Local 230 (IAFF), agree to pursue the evaluation of changing the San Jose Fire Department's work schedule for 56-hour personnel from its current schedule to a "48-96" work schedule, with a goal to implement any schedule change in January 2016, if the parties are in agreement.

Commencing in July 2015, the Labor Management Committee (LMC) composed of representatives from IAFF, the City Manager's Office, the Fire Department and other City departments as appropriate, will evaluate the benefits and risks of moving from the current schedule to a "48-96" schedule. The LMC will also identify various operational metrics to be monitored if the new schedule is implemented. The committee will also evaluate whether the program should include all 56-hour personnel, or be focused on line fire suppression personnel.

The committee is to complete its analysis by October 1, 2015. If all parties agree to the transition at the conclusion of that analysis, a two (2) year Pilot Program (Pilot) will be initiated in January 2016. The Pilot will be concluded in December 2017.

At any time during the Pilot Program, up to three (3) months before the expiration of the Pilot and by any party, the Pilot may be terminated and the schedule returned to the current 56-hour schedule.

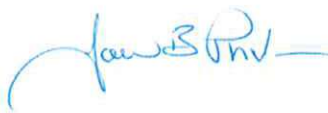
If there is no joint or unilateral decision to revert to the current schedule, the "48-96" schedule will become the standard 56-hour work schedule effective January 2018. The parties may also mutually agree to extend the Pilot Program.

This agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement (MOA).

**FOR THE CITY:**

**FOR THE UNION:**

 6/8/15  
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of Employee Relations

 6/8/15  
\_\_\_\_\_  
Joel Phelan Date  
President  
San Jose Fire Fighters, IAFF Local 230

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230

**Retirement (Pension and Retiree Healthcare) Reopener**

The City of San Jose (City) and the International Association of Firefighters, Local 230 (IAFF Local 230), agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and IAFF Local 230, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or IAFF Local 230 receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to IAFF Local 230 and to the San Jose POA and the parties shall commence the meet and confer process within ten (10) calendar days after the City gives such notice.


Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

 6/8/15  
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of Employee Relations

 6/8/15  
\_\_\_\_\_  
Joel Phelan Date  
President, IAFF



SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230

**City Medical Benefits Reopener**

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the International Association of Firefighters, Local 230 (IAFF Local 230), the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 6 of the IAFF Local 230 MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or IAFF Local 230 may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or IAFF Local 230 receive notice from the other.



To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures and submit issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367, the Meyers Milias Brown Act, and/or City Charter Section 1111.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

**FOR THE CITY:**

   
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of Employee Relations

**FOR THE UNION:**

   
\_\_\_\_\_  
Joel Phelan Date  
President, IAFF